

In the Matter of Fact-Finding *
*
Between *
*
THE JOHNSON COUNTY AMBULANCE *
SERVICE ("County") *
*
and *
*
THE AMERICAN FEDERATION OF STATE, *
COUNTY AND MUNICIPAL EMPLOYEES, *
COUNCIL 61, LOCAL UNION 183 ("Union") *

Fact-Finding Report of:

Lon Moeller,
Fact-Finder

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IOWA COUNTY EMPLOYMENT
RELATIONS BOARD

Preliminary Statement

The County and Union have entered into a voluntary impasse agreement, which includes fact-finding. A fact-finding hearing was held (10:00 A.M. – 2:00 P.M.) on March 1, 2006, at the County's Administration Building, located at 913 S. Dubuque Street in Iowa City, Iowa. The County and Union appeared through their designated representatives and offered evidence through exhibits and the testimony of their witnesses. The record was closed upon the Fact-Finder's receipt of Union Exhibit 9 – wage schedules for the Union's proposed group of external comparables – and the County's written response (dated March 3, 2006) to the same.

Appearances

For the Union:

Tom Anthony, Union Representative and Spokesperson
Chad Andrews, Paramedic
Andi Bryant, Paramedic
Tamara Buffington, Paramedic
Dawn Jennings, Paramedic
Mike Post, Paramedic
Kristina Swanson, Paramedic

For the County:

Judith Perkins, Labor/Employee Relations Consultant and Spokesperson
Lora Shramek, Human Resources Administrator
Steve Spenler, Director, Johnson County Ambulance Service
Dave Dvorksy, Assistant Director, Johnson County Ambulance Service
Vanessa Kuo, Human Resources Coordinator

I. Union's Fact-Finding Position¹

- A. **Duration:** One year
- B. **Wages:** 3% on 7/1/06 and 3% on 1/1/07
- C. **Article 6, Holidays:** The Union seeks an increase of personal holiday time to 24 hours rather than the current 16 hours.
- D. **9.2.A Family Deaths:** 5 calendar days up to 2 scheduled work shifts. And **9.2D Paternity:** 7 calendar days up to a maximum of 3 scheduled work shifts.
- E. **Article 10 Vacations:** 10.3: Add: A third employee may take vacation if it does not cause overtime.²
- F. All other items are proposed as current contract or as agreed to during regular negotiations (Joint Exhibit 2, p. 1).

II. County's Fact-Finding Position

- A. **Article 7 – Wages and Longevity and Appendices A-C**

- 7.1 Wage Schedule

The County proposes a two and a half percent (2.5%) across the board increase in the Appendix C wage schedule effective July 1, 2006.

- B. **Article 6 – Holidays – Current contract**

- C. **Article 8 – Sick Leave**

- 8.2 Accrual/Family Sick Leave

CHANGE A. to read:

Sick leave accrues for full-time employees at the rate of ~~18~~12 hours per month, to a maximum of ~~1,320~~960 hours.

- D. **Article 9 – Leaves of Absence**

- 9.2 Paid Leaves

- A. Family Death – Current contract

- D. Maternity/Paternity Leave – Current contract

- E. **Article 10 – Vacations – Current contract**

- F. **Article 13 – Insurance/Flexible Spending Benefits**

- 13.1 Health/Dental Insurance

CHANGE section title to Health/and Dental Care Coverage

¹ This represents the Union's "short-hand" summary of its fact-finding position; specific language proposals were spelled out in greater detail in Joint Exhibit 2 – the Union's fact-finding position.

² The Union withdrew this proposal at the fact-finding hearing.

CHANGE A. to read:

All eligible employees who select county health care coverage shall be enrolled in the Wellmark Blue Cross/Blue Shield Iowa 500 plan with Alliance Select preferred provider organization (PPO) overlay or equivalent. The employee must sign up for health care coverage within 30 days after benefit-eligible status is attained to participate in the dental plan.

The plan year single deductible is \$100, and the plan year single out-of-pocket maximum is \$500. The plan year family deductible is \$200 aggregate, and the plan year family out-of-pocket maximum is \$1000 aggregate. Aggregate shall mean amounts accumulated on behalf of any combination of family members.

Effective July 1, 2006, contribution share rates for benefit eligible full-time employees will be single health care coverage: \$5.00 per month; family health care coverage: \$20.00 per month.

For dental, the Employer will pay the entire contribution for benefit-eligible full-time employee single coverage; the employee will pay the additional contribution for family coverage.

- G. All other items are proposed as current contract or as agreed to during regular negotiations (Joint Exhibit 1).

III. Discussion and Analysis

The bargaining unit for the Johnson County Ambulance Service consists of some 44 or 46 full and part-time employees. Three job classifications are included on the parties' negotiated wage schedule: Clerk I, EMT-B and Paramedic (Joint Exhibit 5, Appendices A-C). There are 21 full-time and 12 part-time Paramedics and 12 EMT-Basics in this bargaining unit. Full-time employees work a 40-hour work week. In 2005, the County replaced the two 12-hour shifts on Monday and Wednesday, with one 24-hour work shift each week (County Exhibits 7 and 9). The parties are currently operating under a three-year agreement (2003-06) which, by its own terms, expires on June 30, 2006 (Joint Exhibit 5, p. 43).

The parties agreed that the impasse items before the Fact-Finder are wages, holidays, leaves of absence and insurance for the 2006-07 contract year. Although Iowa Code §20.21 **Fact-Finding** does not specifically indicate the criteria by which a fact-finder is to make her or his recommendations, the parties in this case have looked to the criteria for interest arbitration found in Iowa Code §20.22 **Binding Arbitration** to support their positions. The Fact-Finder's recommendations will be based on the exhibits, testimony and arguments offered by the County and Union.

A. The Appropriate Group of External Comparables

The best either party can tell, external comparables have not been established for the County's Ambulance Service through past fact-finding or interest arbitration. Their exhibits show the difficulty in trying to find an appropriate group of external comparables for this bargaining unit. The Johnson County Ambulance Service is a "stand alone" operation. It is not housed in a Fire Department nor is it partnered up with a consortium of hospitals like other ambulance services. Further, Johnson County is unique in terms of its demographics, local economy and need for services compared to other counties in Iowa.

The County proposes an external comparable group of Mobile Intensive Care Services operated by the Mary Greeley Medical Center (Ames), Dallas County EMS, West Des Moines EMS, Medic Ambulance (Davenport) and Area Ambulance Service (Cedar Rapids) (County Exhibit 1). For its proposed external comparable group, the Union points to several fire departments that operate ambulance services or respond to medical calls – Burlington, Des Moines, Dubuque, Muscatine and Waterloo – as well as West Des Moines EMS and Dallas County EMS.

The County objects to any Fire Department comparable (Burlington, Des Moines, Dubuque, Muscatine and Waterloo) because the duties and work schedule of the County's Paramedics (County Exhibits 2 and 7) are simply different than the "fire suppression" duties and work schedule of Firefighters (County Exhibits 3 -6). Paramedics in the Johnson County Ambulance Service are not, the County maintains, "dual capacity" employees like Firefighters in many municipal Fire Departments who are assigned to work as a Paramedic (Burlington and Waterloo Firefighters) or who may be required to hold a Paramedic certification (Dubuque and Muscatine Firefighters) as part of their Firefighter job duties.

The parties agree that West Des Moines EMS and Dallas County EMS are comparables. Muscatine's Fire Department operates an ambulance service and Muscatine is in relative close geographic proximity to Iowa City. Dubuque and Muscatine both require their Firefighters to hold a Paramedic certification. The Des Moines Fire Department with its 12,000 annual medical calls is too big an operation to be comparable to the Johnson County Ambulance Service (5,600 annual medical calls) (Union Exhibit 1, pp. 5-6). With its 2,720 annual medical calls (Union Exhibit 1, p. 6), the Burlington Fire Department is on the small side compared to the Johnson County Ambulance Service. Waterloo assigns Firefighters to work as a Paramedic on the ambulance and responds to a comparable number of medical calls each year relative to the County's Ambulance Service – 4,480 for Waterloo and 5,600 for Johnson County (Id.).

Mobile Intensive Care Services, Medic Ambulance and Area Ambulance Service are affiliated with hospitals and are closer to "private sector" employers instead of the type of public sector employers that Iowa counties compare with for purposes of fact-finding and interest arbitration. County Exhibit 10 shows that Area Ambulance Service pays its Paramedics based on a "merit system" and that it was unable to get wage information from Mobile Intensive Care Services. It is also not clear whether the employees working for these three ambulance services are unionized or not. While it is true that finding "apples to apples" comparisons with the Johnson County Ambulance Service is difficult, Mobile Intensive Care Services, Medic

Ambulance and Area Ambulance Service are not apples that should be included in the parties' basket of comparables.

Based on this record, the Fact-Finder views the following employers as the appropriate group of external comparables: Dallas County EMS, City of Dubuque Fire Department, City of Muscatine Fire Department, City of Waterloo Fire Department and West Des Moines EMS.

B. Wages

Though it does not argue an inability to pay, the County nonetheless emphasizes the importance of being "fiscally responsible." Along those lines, the County maintains that its proposed 2.5% across-the-board wage increase is consistent with the wage increases negotiated by other County bargaining units (County Exhibit 12), the average wage settlement of the County's proposed external comparables and by statewide settlement trends (County Exhibit 13) for the 2006-07 contract year. Johnson County Paramedics are not, according to the County, in a "catch-up" position (County Exhibit 10); a 2.5% wage increase allows its Paramedics to keep their relative wage rankings. Over the past six contract years, this bargaining unit – the County points out – has averaged an annual wage increase of 3.375%. Three County bargaining units (Social Services, Sheriff's Department and SEATS) negotiated agreements for the 2006-07 contract year (an average wage increase of 3.17%) and two bargaining units (Administration/3.25% and Secondary Roads/2% and 2%) are entering the second year of negotiated agreements for 2006-07 (County Exhibit 12).

The Union proposes a wage split – a 3% across-the-board increase on July 1, 2006 and a 3% across-the-board increase on January 1, 2007. It contends that this proposed wage split is justified by the cost of living in the Iowa City area, the continuing and increased need for ambulance service in Johnson County, comparisons with other Iowa municipalities that provide ambulance services and the wage increases negotiated by the County's other bargaining unit employees (Union Exhibit 1, pp. 2-8). The Union further maintains that the average Paramedic wage rate (\$17.22 per hour) is 11% below the average wage rate earned – based on data from the Department of Labor's Bureau of Labor Statistics – by other workers in the Iowa City area (Union Exhibit 1, p. 2). It also notes that the average Johnson County Paramedic salary is 17.2% below (based on the 2005 Journal of Emergency Medical Services Salary and Workplace Survey) the national Paramedic average (Union Exhibit 1, p. 3). The Union concludes its argument by noting that a 3%/3% wage split is within the County's budget appropriated for the Ambulance Service (Union Exhibit 1, p. 8).

Making wage recommendations in fact-finding is similar to Goldilocks' task in the story of *Goldilocks and the Three Bears* of trying to find the bowl of porridge that was not too hot, not too cold, but "just right." Without evidence that Johnson County recruits nationally to staff the Ambulance Service, national wage surveys are of little value. State and local employee wage surveys, as well as general "white collar" data from the Bureau of Labor Statistics, likewise can be skewed by high-salaried administrative positions. Trying to recommend a 2006-07 wage increase that is "just right" in this case is additionally complicated by the lack of reported settlements for the external comparables. The parties' exhibits only include 2006-07 settlements

for Dallas County EMS (4%) and West Des Moines EMS (4.1%).³ At least compared to these two settlements, the Union's wage proposal is too high and the County's wage proposal too low.

All of the County's bargaining units – with the obvious exception of the Ambulance Service – have negotiated wage increases for the 2006-07 contract year. The average 2006-07 wage increase for this group, counting the 2%/2% Secondary Roads wage split as a 3% wage increase, is 3.15%. The County's wage settlements show wage splits with Secondary Roads in 2006-07 (2%/2%) and in second year agreements (2007-08) with the SEATS (2%/2%) and Social Services (2%/2%) bargaining units (County Exhibit 12). A 2%/2% wage split for the Ambulance Service bargaining unit would result in a 4% lift – consistent with the West Des Moines EMS, Dallas County EMS and Secondary Roads settlements and more than the County's other bargaining units for 2006-07.

Neither party's proposed wage increase approximates the internal average. Based on this record, the Fact-Finder recommends a 2% across-the-board wage increase on July 1, 2006 and a 2% across-the-board wage increase on January 1, 2007.

C. **Holidays**

The Union proposes the following change to Article 6, Section 6.3 – Holiday pay:

Eligible employees shall receive 12 hours pay for each of the holidays. The personal holiday time shall be up to 24 hours annually. Hours can be used the same as vacation. Holiday hours not worked shall not count as hours worked. But personal time hours shall count as hours worked (Joint Exhibit 2, p. 4).

The Union emphasizes that its proposed change to Section 6.3 "coincides" with the newly-established 24-hour work shifts (Union Exhibit 2, p. 2). It also contends that an increase in the annual personal holiday time is consistent with the County's other bargaining units – Administration (16 hours); Social Services (32 hours); Secondary Roads (16 hours), SEATS (16-20 hours) and Sheriff (8-10 hours) – and needed to allow the County to catch up to the standard established by external comparisons (Union Exhibit 2, p. 3).

The County argues that the Ambulance Service already has one personal holiday – "equal to one regular work shift not to exceed 16 hours" (Joint Exhibit 5, p. 17), a benefit that it considers to be "the same or more personal hours than other Johnson County units" (County Exhibits 14-16) and a benefit that the County believes exceeds what is offered by comparable ambulance departments (County Exhibit 17). It emphasizes that the cost of the Union's proposal would be approximately \$3,066.06, factoring in FICA, IPERS, life insurance and LTD. The County notes that it "bargained a 3-day sick leave reduction in exchange for an additional personal day in the Social Services MH/DD, SEATS, Administration and Secondary Road units" and that the Union rejected a similar proposal during the parties' current round of contract

³ Union Exhibit 1 does, however, suggest that the County's Ambulance Service (\$29,328) is at the low end of the starting salaries compared to West Des Moines EMS (\$45,825), Waterloo (\$46,714), Muscatine (\$33,575), Dubuque (\$33,542) and Dallas County EMS (\$33,600) (Union Exhibit 1, p. 6).

negotiations. It further notes that the newly established 24-hour work shifts do not provide a compelling reason to change Section 6.3.

The 16 hours of paid personal holiday leave for this bargaining unit is in keeping with three other County bargaining units (Administration, Secondary Roads and SEATS) and exceeds the personal holiday hours for the Sheriff's Department (Union Exhibit 2, p. 3). Social Services, which picked up a day of personal leave for the 2006-07 contract year (as a result of agreeing to a reduction in sick leave) also has – according to the County – two fewer scheduled holidays than this bargaining unit (County Exhibit 14). The limited data for the proposed external comparables⁴ does not show a clear pattern favoring the Union's proposed increase in the personal holiday hours. West Des Moines EMS has the same number of personal holiday hours currently provided to the Ambulance Service bargaining unit (County Exhibit 17). In short, this record does not support changing Section 6.3.

D. Leaves of Absence

1. Sick Leave

The County proposes to change Article 8, Section 8.2 – Accrual/Family sick leave to read:

Sick leave accrues for full-time employees at the rate of ~~18~~ 12 hours per month to a maximum of ~~1,320~~ 960 hours (Joint Exhibit 1).

It supports this change to Section 8.2 based on the claim that the Johnson County Ambulance bargaining unit receives “considerably more sick leave than all other employees in Johnson County and is at the top of the comparability when it comes to sick leave accrual” (County Exhibits 23-25). The County also suggests that “it appears years ago there was a miscalculation of sick leave – 18 hours per month was supposed to be 18 days per year, the same as Deputy Sheriff's.” By contrast, and due to the risks and hazards faced by the employees in this bargaining unit among other reasons (Union Exhibit 6), the Union is quite happy with the *status quo*.

This record fails to demonstrate a compelling reason to change Section 8.2. Sick leave is obviously an important benefit to this bargaining unit. Changes to sick leave accrual and allowances tend to be bargaining unit-specific and are generally made through the give and take of collective bargaining.⁵ Sick leave has not apparently been an area that has seen much change through negotiations. The Union is of the view that the relevant language of Section 8.2 has been in the parties' collective bargaining agreement since the late-1980s.

No evidence was introduced to confirm the County's supposition that the current “18 hours per month” rate of accrual was the result of a mistake or “miscalculation” by the parties

⁴ The County (1 day – 12 hours; County Exhibit 17) and Union (3-24 hour days; Union Exhibit 2, p. 3) differ in the reported personal holiday time for Dallas County EMS.

⁵ The County, for example, negotiated sick leave changes with its other bargaining units by offering “trade offs” in the area of personal holiday time.

during past negotiations. It stands to reason, given the length of the parties' collective bargaining relationship and their level of sophistication as to the intricacies of the collective bargaining process, that a mistake or "miscalculation" of this magnitude would have been caught by someone before now. That being said, the Union's proposal to keep the current sick leave language in tact is more reasonable than the County's proposed change to Section 8.2.

2. Family Death Leave

The Union proposes to change Article 9, Section 9.2(A) – Family death to read:

In case of death, in the immediate family of a full-time employee, the employee shall be granted ~~up to 3 consecutive days~~ 5 calendar days up to a maximum of 2 scheduled work shifts leave of absence to make household adjustments, or arrange, or attend funeral services. "Immediate family" is defined as spouse, children, domestic partner, mother, father mother-in-law, father-in-law, sister, brother, grandparent, grandchildren, aunt, uncle, niece or nephew (Joint Exhibit 2, p. 4; Joint Exhibit 5, p. 25).

It points out that non-bargaining unit employees in Johnson County have additional funeral leave benefits compared to the Johnson County Ambulance Service – up to five days of paid leave in the event of the death of a child or spouse and an expanded definition of "immediate family" (Union Exhibit 3, p. 3). The same is true, according to the Union, when comparisons are made with other Johnson County bargaining units and with other comparable Iowa employers (Union Exhibit 3, pp. 4-8). It additionally notes that, on average, planning and arranging for a funeral in Iowa takes three to four days and five to seven days for an out-of-state funeral (Union Exhibit 3, p. 10). Lastly, the Union points out that adding "domestic partner" to Section 9.2's definition of "immediate family" is warranted by the fact that "same-gender domestic partners" are covered by the County's health insurance program and the parties agreed during the current round of contract negotiations to allow sick leave to be used for the illness of a domestic partner (Union Exhibit 3, p. 8).

The County argues that the current three days of paid time off available for funeral leave is in line with the paid funeral leave offered other County bargaining unit employees and with the type of paid funeral leave provided by comparable ambulance services (County Exhibits 18-20). It points out that employees needing more than three days to make arrangements for a funeral can use their vacation time or personal days. During fiscal year 2005, three Ambulance Service bargaining unit employees used funeral leave – a total of 84 hours and an average use of 4.2 hours (County Exhibit 19).

Adding "domestic partner" to Section 9.2A's definition of "immediate family" is supported by the County's collective bargaining agreements with its Administration, SEATS, Secondary Roads and Social Services bargaining units (Union Exhibit 3, p. 4). In the Sheriff's Department, funeral leave for a domestic partner is available under the contract reference to "other members of household."

Three County bargaining units have five days of paid funeral/death leave: Administration (spouse, domestic partner and child); Secondary Roads (immediate family); and Sheriff's Department (spouse and child) (County Exhibit 20; Union Exhibit 3, p. 5). The

external comparables – West Des Moines EMS (7 days), Dallas County EMS (7 days), Dubuque (7/5/3 days), Muscatine (2 work shifts) and Waterloo (24 hours for in-state death/funeral and 48 hours for out-of-state death/funeral) (County Exhibit 18; Union Exhibit 3, p. 7) – show that the County is at the low end of the comparables. Some change appears to be necessary. Taken as a whole, and based on internal and external comparability, the Union's proposed change to Section 9.2(A) is more reasonable than maintaining the *status quo*.

3. Maternity/Paternity Leave

The Union proposes to change Article 9, Section 9.2(D) – Maternity/paternity leave to read in relevant part:

Paternity leave shall be given to any employee during the period of hospitalization of the spouse for the birth and ~~for no more than 5~~ for up to 7 calendar days up to a maximum of 3 scheduled work shifts to begin the day of the mother's discharge from hospital, ~~thereafter~~ to be taken from accumulated sick leave (Joint Exhibit 2, p. 5).

According to the Union, Section 9.2(D) should be changed to reflect the fact that the County's Employee Handbook allows adoptive parents to "use up to 10 consecutive days accrued sick leave within 3 weeks of the child's arrival in the home" and because "[t]he adjustment and care of a newborn in the home can be just as significant of that of an adoptive child" (Union Exhibit 5, p. 3). It seeks to "establish equality in maternity/paternity/adoptive parent leaves to avoid trouble with antidiscrimination laws" (*Id.*)⁶. The Union is also believes that an adjustment to Section 9.2(D) is needed because of the addition of the 24-hour shift to the Paramedic work schedule (Union Exhibit 5, p. 4).

The County contends that the paternity leave available for this bargaining unit compares favorably with comparable employers – which generally follow the requirements of the Family and Medical Leave Act ("FMLA") – and that "[t]he Ambulance Unit already receives 4 more paid paternity leave days than any other employee in Johnson County" (County Exhibit 22). In addition, Ambulance Service bargaining unit employees have access to the leave available under the FMLA (County Exhibit 21) which supplements the paternity leave provided by Section 9.2(D).

The Union did not offer any external comparisons to support its change to Section 9.2(D). From an internal standpoint, this bargaining unit has more paternity leave than any other County bargaining unit – all of which allow for three days (County Exhibit 22). This record is, therefore, a little too thin to support changing the existing language of Section 9.2(D).

E. Insurance

The County proposes to rename Article 13, Section 13.1 – Health/dental insurance as "Health/and dental care coverage" and to modify the language of Section 13.1 as follows:

⁶ The Union also notes that this "inconsistency" between available paternity leave for adoption vis-à-vis child birth was raised during a 2003 Board of Supervisors meeting by County Human Resources Administrator Lora Shramek.

All eligible employees who select county health care coverage shall be enrolled in the Wellmark Blue Cross/Blue Shield Iowa 500 plan with Alliance Select preferred provider organization (PPO) overly or equivalent. The employee must sign up for health care coverage within 30 days after benefit-eligible status is attained, or during the annual open enrollment period, to participate in the health plan. The employee must sign up for dental care coverage within 30 days after benefit-eligible status is attained to participate in the dental plan.

The plan year single deductible is \$100 and the plan year single out-of-pocket maximum is \$500. The plan year family deductible is \$200 aggregate, and the plan year family out-of-pocket maximum is \$1,000 aggregate. Aggregate shall mean amounts accumulated on behalf of any combination of family members.

Effective July 1, 2006, contribution share rates for benefit eligible full-time employees will be single health care coverage: \$5.00 per month; family health care coverage: \$20.00 per month.

For dental, the Employer will pay the entire contribution for benefit-eligible full-time employee single coverage: the employee will pay the additional contribution for family coverage (Joint Exhibit 1).

The County maintains that these changes to Section 13.1 are necessary because of the "extremely rich health care plan" afforded the Ambulance Service bargaining unit. It points out that the proposed modifications to Section 13.1 are "modest" in nature, do not constitute significant "design changes" to the insurance plan and bring the County more in line with the external comparables (County Exhibit 11). The County's monthly premium costs have increased an average of 11.75% from July 1, 1998 to July 1, 2006 (County Exhibit 26). For fiscal year 2007, four of the County's bargaining units will pay \$20 per month towards the premium cost of family health insurance: Administration, Social Services, SEATS and Secondary Roads (County Exhibit 29). The Sheriff's Department bargaining unit agreed to a \$12.50 per month family contribution as of July 1, 2006 and \$25.00 per month as of July 1, 2007 (Id.).

For its part, the Union argues that the 1.37% premium increase expected for the 2006-07 contract year does not warrant drastic changes in the insurance language of Section 13.1 (Union Exhibit 7, pp. 3, 5-6). Although apparently agreeable on the language changes proposed by the County to Section 13.1 (Joint Exhibit 2, pp. 6-7), the Union specifically objects to increasing the family insurance contribution rate from \$12.50 per month to \$20 per month (Union Exhibit 7, p. 2).

Health insurance costs are certainly an ongoing concern for employers in both the public and private sector. The County is self-funded. It has a distinct interest in trying to maintain consistency between the insurance provisions negotiated with its different bargaining units. The internal trend for Johnson County bargaining units going into the 2006-07 contract year is clear as to a \$20 per month employee contribution towards the cost of family health insurance coverage (Union Exhibit 7, p. 4; County Exhibit 29). For fiscal year 2008, three bargaining units (Social Services, SEATS and Sheriff's Department) have agreed to increase the amount of the family contribution to \$25 (County Exhibit 29). The handwriting seems to be on the wall and supports the County's proposed changes to Section 13.1.

IV. **Recommendations**

- A. **Wages:** A two percent (2%) across-the-board wage increase on July 1, 2006 and a two percent (2%) across-the-board wage increase on January 1, 2007.
- B. **Holidays:** Current contract language of Article 6, Section 6.3.
- C. **Leaves of Absence:**
 - 1. **Sick Leave:** Current contract language of Article 8, Section 8.2.
 - 2. **Family Death Leave:** Revise the language of Article 9, Section 9.2(A) as proposed by the Union.
 - 3. **Maternity/Paternity Leave:** Current contract language of Article 9, Section 9.2(D).
- D. **Insurance:** Revise the language of Article 13, Section 13.1 as proposed by the County.


Lon Moeller, Fact-Finder

Dated at Iowa City, Iowa this
14th day of March 2006

CERTIFICATE OF SERVICE

I certify that on the 14th day of March, 2006, I served the foregoing Fact-Finder's Report upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Tom Anthony
Union Representative, AFSCME Council 61
1425 8th Avenue S.E.
Dyersville, IA 52040

Lora Shramek
Administrator, Johnson County Human Resources
913 S. Dubuque St., Suite 103
Iowa City, IA 52240-4207

I further certify that on the 14th day of March, 2006, I will submit this Fact-Finder's Report for filing by mailing it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, Iowa 50319.